

State of Hawai'i

Department of Human Services

Social Services Division

Request for Proposals Issued: August 6, 2004

RFP # HMS 601-MWS-01

Recruitment and Licensing of RACCP Case Management Agencies &
Recruitment and Licensing of RACCP Community Care Foster Family Homes -
Statewide




STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES

Social Services Division
810 Richards Street, Room 400
Honolulu, Hawaii 96813

August 6, 2004

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark, Acting Administrator
Social Services Division 

SUBJECT: SOCIAL SERVICES DIVISION'S REQUEST FOR PROPOSALS (RFPs)

The State of Hawaii Department of Human Services, Social Services Division, is currently soliciting proposals to provide the following service:

Recruitment and Licensing of RACCP Case Management Agencies & Recruitment and Certification of RACCP Community Care Foster Family Homes

RFP # HMS 601-MWS-01.

This RFP is issued under the provisions of Chapter 103F of Hawaii Revised Statutes and its administrative rules.

Attached are the RFP materials that you requested. It is essential that you pay attention to the proposal submittal information on the attached "Proposal Mail-In and Delivery Information Sheet."

An orientation for the RFPs will be held on Tuesday, August 17, 2004, from 9:00 a.m. to 11:00 a.m. See Section 1, part V, of the RFP for further details. For further information about the orientation or for special accommodations, call Jennic Whitlock at (808) 586-5566.

If you have questions about this procurement, please refer to RFP Section 1, part VI, Submission of Questions, and RFP Section 2, part II.F, RFP Contact Person, for information on the question and answer process and whom to contact.

Thank you for your interest.

Attachments

To: All applicants interested in submitting a proposal for RFP # HMS 601-MWS-01

Please contact the Contracting Office at (808) 586-5543 to request a copy of the Draft Hawaii Administrative Rules, 17-1454, Regulation of Home and Community-Based Case Management Agencies and Community Care Foster Family Homes, Revised august 6, 2004.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED.
ADDITIONAL COPIES MAY BE REQUESTED.**

**PROPOSALS SUBMITTED BY FACSIMILE OR BY ELECTRONIC MEANS WILL
NOT BE ACCEPTED.**

DHS RFP COORDINATOR:

Jennie Whitlock, C&M Supervisor

Phone: 586-5566

Fax: 586-5606

For further info. or inquiries, see the RFP Contact Person in Section 2, part II.F, of the RFP.

- **ALL MAIL-INS MUST BE POSTMARKED BY USPS BEFORE 12:00 MIDNIGHT, September 30, 2004.**
- **ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITE UNTIL 4:30 P.M., September 30, 2004:**

All Mail-Ins and Hand Deliveries:

Department of Human Services
Social Services Division
Support Services Office
Medicaid Waiver Program
Contracts & Monitoring Unit
810 Richards Street, Suite 501
Honolulu, Hawaii 96813

BE ADVISED:

- **All mail-ins postmarked USPS after 12:00 midnight, September 30, 2004, will not be accepted for review and will be returned.**
- **Hand deliveries will not be accepted after 4:30 p.m., September 30, 2004.**
- **Deliveries by private mail services such as FedEx shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., September 30, 2004.**
- **Proposals sent by facsimile or by electronic means will not be accepted.**

COMPETITIVE POS TABLE OF CONTENTS

SECTION 1 - ADMINISTRATIVE OVERVIEW

I.	Authority	1-1
II.	RFP Organization	1-1
III.	Contracting Office	1-1
IV.	Procurement Timetable	1-2
V.	Orientation	1-2
VI.	Submission of Questions.....	1-2
VII.	Submission of Proposals	1-3
VIII.	Discussions w/Applicants Prior to, or After Proposal Submittal Deadline	1-4
IX.	Additional Materials and Documentation.....	1-4
X.	RFP Amendments	1-4
XI.	Final Revised Proposals.....	1-4
XII.	Cancellation of Request for Proposal	1-4
XIII.	Costs for Proposal Preparation	1-4
XIV.	Provider Participation in Planning.....	1-5
XV.	Rejection of Proposals	1-5
XVI.	Opening of Proposals.....	1-5
XVII.	Notice of Award.....	1-6
XVIII.	Protests.....	1-6
XIX.	Availability of Funds	1-7
XX.	Criteria by which the Performance of the Contract will be Monitored and Evaluated	1-7
XXI.	General and Special Conditions of Contract.....	1-7
XXII.	Cost Principles	1-7

SECTION 2 - SERVICE SPECIFICATIONS

I.	Introduction.....	2-1
A.	Background.....	2-1
B.	Purpose or Need.....	2-2
C.	Description of the Goals of the Service.....	2-3
D.	Description of the Target Population to be Served.....	2-5
E.	Geographic Coverage of Service.....	2-5
F.	Probable Funding Amounts, Source, and Period of Availability.....	2-6

II.	General Requirements	2-7
A.	Specific Qualifications or Requirements, including but not limited to Licensure or Accreditation.....	2-7
B.	Secondary Purchaser Participation.....	2-8
C.	Multiple or Alternate Proposals.....	2-8
D.	Single or Multiple Contracts to be Awarded.....	2-8
E.	Single or Multi-Term Contracts to be Awarded.....	2-8
F.	RFP Contact Person	2-9
G.	Contract Modifications.....	2-9
III.	Scope of Work.....	2-10
A.	Service Activities for the Licensing of Case Management Agencies.....	2-10
B.	Service Activities for the on-going Compliance with the Department's Requirements and CMS Standards	2-11
C.	Service Activities for the Certification of RACC CCFFHs	2-13
D.	Service Activities for the RAACC CCFFH on-going Compliance with the Department's Requirements and CMS Standards.....	2-14
E.	Management Requirements.....	2-16
1.	Personnel.....	2-16
2.	Administrative.....	2-16
3.	Quality Assurance and Evaluation Specifications	2-17
4.	Output and Performance/Outcome Measurements.....	2-17
5.	Reporting Requirements for Program and Fiscal Data.....	2-18
6.	Pricing or Pricing Methodology to be Used.....	2-18
	Form A – Agencies to Be Licensed; Foster Family Homes to Be Certified	
	Form B – Service Activities	
	Form C – Outcomes	

SECTION 3 - POS PROPOSAL APPLICATION

	General Instructions and Overview.....	3-1
I.	Experience	3-1
II.	Organization.....	3-2
III.	Facilities.....	3-2
IV.	Service Delivery	3-2
V.	Staff Qualifications	3-2
VI.	Forms A, B, and C	3-3
VII.	Financial.....	3-3
VIII.	Litigation.....	3-3

IX.	Administrative Assurances.....	3-3
-----	--------------------------------	-----

SECTION 4 - PROPOSAL EVALUATION

I.	Introduction.....	4-1
II.	Evaluation Process.....	4-1
III.	Evaluation Criteria.....	4-2
A.	Phase 1 – Evaluation of Mandatory Proposal Requirements.....	4-2
B.	Phase 2 – Evaluation of POS Proposal Application.....	4-2
1.	Experience.....	4-3
2.	Organization.....	4-3
3.	Facilities.....	4-3
4.	Service Delivery	4-4
5.	Staff Qualifications	4-4
6.	Forms A, B, and C.....	4-4
C.	Phase 3 – Recommendation for Award	4-4

SECTION 5 - ATTACHMENTS

A.	Competitive POS Application Checklist
B.	POS Proposal Application - Sample Table of Contents
C.	Title Page (SPO-H-200)
D.	Criminal Conviction Record Check Standards; and Protective Services Central Registry Check Standards Checklist for Exemption Request
E.	General Conditions of the Contract
F.	Special Conditions of the Contract
G.	Administrative Assurances

SECTION 1

Administrative Overview

RFP HMS 601-MWS-01

Section 1

Administrative Overview

Applicants are encouraged to read each section of the Request for Proposals (RFP) thoroughly. While sections such as the administrative overview may appear similar among RFPs, State purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

I. Authority

This RFP is issued under the provisions of the Hawai'i Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

II. RFP Organization

This RFP is organized into five sections:

Section 1, Administrative Overview--Provides applicants with an overview of the procurement process.

Section 2, Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

Section 3, POS Proposal Application--Describes the required format and content for the proposal application.

Section 4, Proposal Evaluation--Describes how proposals will be evaluated by the State purchasing agency.

Section 5, Attachments --Provides applicants with information and forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the contract resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:

State of Hawai'i Department of Human Services
 Social Services Division
 Support Services Office
 Medicaid Waiver Program
 Contracts & Monitoring Unit
 810 Richards Street, Suite 501
 Honolulu, Hawai'i 96813
 Phone: (808) 586-5543; Fax: (808) 586-5606

IV. Procurement Timetable

Activity	Scheduled Date
Public notice announcing RFP	08/06/04
Distribution of RFP	08/06/04
RFP orientation session	08/17/04
Closing date for receipt of questions for written responses	08/31/04
State purchasing agency's response to applicants' questions	09/10/04
Discussions with applicant prior to proposal submittal deadline (optional)	As Needed
Proposal submittal deadline	09/30/04
Discussions with applicant after proposal submittal deadline (optional)	At DHS Option
Final revised proposals (optional)	As Needed
Provider selection and award (estimated)	10/29/04
Notice of statement of findings and decisions (estimated)	11/30/04
Contract start date	02/01/05

V. Orientation

An orientation for the RFP will be held on Tuesday, August 17, 2004 from 9:00 a.m. to 11:00 a.m. at:

Waiakamilo Business Center
 420 Waiakamilo Road
 Kilauea Training Room 1
 Honolulu, Hawai'i 96817 Phone (808) 832-2111

VI. Submission of Questions

Applicants may raise questions to the RFP contact person identified in Section 2 of this RFP until the deadline for receipt of proposals on September 30, 2004. The deadline for receipt of written questions which will generate a written response is 4:30 p.m. H.S.T. on August 31, 2004. All written questions received by that time will receive a written response from the State purchasing agency. State purchasing agency's written responses to written applicant questions will be sent by September 10, 2004.

VII. Submission of Proposals

Proposals must be delivered or mailed by the United States Postal Service to the address of the contracting agency specified in Item III above. Proposals must contain all components. Please refer to the Competitive POS Application Checklist (Section 5, Attachment A) for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the State purchasing agency. Proposals must contain the following components:

- (1) ***POS Proposal Application (Form SPO-H-200A), including Title Page (Form SPO-H-200) and Table of Contents*** - Applicant shall submit a comprehensive narrative that addresses all of the issues contained in the POS Proposal Application, including a cost proposal/budget. (Refer to Section 3 of this RFP.)
- (2) ***Competitive POS Application Check List*** – Provides applicants with information on where to obtain the required forms, information on program specific requirements, and the order in which all components should be assembled and submitted to the State purchasing agency.
- (3) ***Registration Form (SPO-H-100A)*** – If applicant is not pre-registered with the State Procurement Office (business status), this form must be submitted with the application. If applicant is unsure as to their pre-registration status, they may call the State Procurement Office at (808) 587-4705.
- (4) ***Tax Clearance Certificate (Form A-6)*** - An original **or** certified copy of a valid tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) **and** the Internal Revenue Service (IRS) shall be submitted with the proposal by the due date and time. The two-part Tax Clearance Application (Form A-6) that combines DOTAX and IRS tax clearance shall be used for this purpose. The certificate shall be dated no earlier than six (6) months prior to the deadline for submittal of the RFP.
- (5) ***Certifications*** - Federal and/or State certifications, as applicable and if attached to Section 2, Service Specifications.
- (6) ***Program Specific Requirements*** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the POS Proposal Application, as applicable.

Multiple or alternate proposals shall **not** be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

One original and 5 copies of the proposal are required. Submissions by facsimile, e-mail, or computer diskettes will not be accepted. Proposals must be delivered to the following address by 4:30 p.m. on Thursday, September 30, 2004 or postmarked no later than

Thursday, September 30, 2004 through the United States Postal Service:

Department of Human Services
Social Services Division
Support Services Office
Medicaid Waiver Program
810 Richards Street, Suite 501
Honolulu, Hawai'i 96813

VIII. Discussions with Applicants Prior to, or After, Proposal Submittal Deadline

Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with the administrative rules.

IX. Additional Materials and Documentation

Upon request from the State purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposals.

X. RFP Amendments

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

XI. Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the date and time specified by the State purchasing agency. Any final revised proposal post-marked or received after the designated date and time will be rejected. If a final revised proposal is not submitted, the previous submittal will be construed as their best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the POS Proposal Application Title Page (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

XII. Cancellation of Request for Proposal

The request for proposal may be canceled, and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

XIII. Costs for Proposal Preparation

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

XIV. Provider Participation in Planning

Provider participation in a State purchasing agency's efforts to plan for or to purchase health and human services prior to the State purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-203 and 3-143-618 of the Hawai'i Administrative Rules for Chapter 103F, HRS.

XV. Rejection of Proposals

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawai'i Administrative Rules for Chapter 103F, HRS are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith (Section 3-141-201).
- (2) Rejection for inadequate accounting system (Section 3-141-202).
- (3) Late proposals (Section 3-143-603).
- (4) Inadequate response to request for proposals (Section 3-143-609).
- (5) Proposal not responsive (Section 3-143-610 (1)).
- (6) Applicant not responsible (Section 3-143-610 (2)).

XVI. Opening of Proposals

Upon receipt of proposal by a State purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held in a secure place by the State purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

XVII. Notice of Award

A Notice of Award containing a statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

XVIII. Protests

Any applicant may file a protest against the awarding of the contract using a prescribed form provided by the administrator of the State Procurement Office as long as 1) an original and two copies of the protest are served upon the head of the State purchasing agency that conducted the protested procurement, and 2) one copy is sent to the procurement officer who handled the protested procurement, by United States mail, or by hand-delivery. Protests regarding awards of contracts and related matters that arise in connection with a procurement made under a competitive purchase of services shall be served within five working days of the postmark of the notice of findings and decision sent to the protester. Only the following matters may be protested:

- (1) A State purchasing agency's failure to follow procedures established by Chapter 103F of the Hawai'i Revised Statutes;
- (2) A State purchasing agency's failure to follow any rule established by Chapter 103F of the Hawai'i Revised Statutes; and
- (3) A State purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the State purchasing agency.

Head of State Purchasing Agency	Procurement Officer
Name: Lillian B. Koller, Esq.	Name: Amy Tsark
Title: Director	Title: Acting Social Services Division Administrator
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, HI 96809	Mailing Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, HI 96813	Business Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813

XIX. Availability of Funds

The award of a contract and any allowed renewal or extension thereof, is subject to allotments to be made by the Director of Finance, State of Hawai'i, pursuant to Chapter 37, Hawai'i Revised Statutes, and subject to the availability of State and/or Federal funds.

XX. Criteria by Which the Performance of the Contract Will be Monitored and Evaluated

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached in Section 5 of this RFP. Special conditions may also be imposed contractually by the State purchasing agency, as deemed necessary.

XXII. Cost Principles

In order to promote uniform purchasing practices among State purchasing agencies procuring health and human services under Chapter 103F, HRS, State purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

SECTION 2

Service Specifications

RFP HMS 601-MWS-01

Hawaii Statewide

Section 2

Service Specifications

**Service: RECRUITMENT and LICENSING OF RACCP CASE
MANAGEMENT AGENCIES & RECRUITMENT and
CERTIFICATION of RACCP COMMUNITY CARE FOSTER
FAMILY HOMES**

The Department of Human Services is seeking proposals to assume recruitment and licensing of case management agencies and recruitment and certification of community care foster family homes; as well as conducting quality assurance monitoring associated with meeting rules and the standards of the Centers for Medicare and Medicaid (CMS).

I. Introduction

A. Background

The Department of Human Services (DHS), the Social Services Division, Adult and Community Care Services Branch, provides home and community-based services (H&CBS) to individuals with serious or chronic illnesses or disabilities. These individuals require long term nursing levels of care but, as participants in five Medicaid waiver programs, are able to live in the community or in their homes. The waiver programs, paid for by State and Federal funds, serve persons who have been determined to need ICF/SNF level of care and who are Medicaid eligible. Initiated in 1983, the DHS H&CBS programs include the Nursing Home without Walls Program, the Medically Fragile Community Care Program, the HIV/AIDS Community Care Program, the Developmentally Disabled/Mentally Retarded program, and the Residential Alternatives Community Care (RACC) program.

The philosophy of the Adult and Community Care Services Branch is to respect an individual's right of self-determination and to support his or her efforts to remain a part of the community and to live as independently as possible in the least restrictive and homelike environment.

The Medicaid waiver programs offer alternatives to institutional, nursing level of care. As with institutions such as hospitals, skilled nursing facilities and intermediate care facilities that are held to rigorous standards of staffing qualifications, the Medicaid waiver programs also have qualification standards that must be met by providers of direct services.

Although the people who need long term care are not limited to the elderly, the elderly make up the larger part of the long term care population. Within Hawaii's growing population of elderly, the numbers of clients over 80 are growing at a faster rate than the national average. It is this population that is increasing the need of long term care services such as the Medicaid waiver programs in the State of Hawaii.

B. Purpose or Need

The Residential Alternatives Community Care (RACC) program has grown since its inception in 1983. In the last three years, the number of persons served at any given time has increased from around 300 to 800 at the end of fiscal year 2004. The demand for community-based services such as RACC resulted in the passage of Act 273 by the 2001 Legislative session. Act 273 amended Chapter 346, Hawaii Revised Statutes, by making it possible for providers of Community Care Foster Family Home (CCFFH) services to admit private pay residents as well as Medicaid eligible residents.

More significantly, Act 273 increased assurances that providers of RACC services meet rigorous standards set forth for (1) licensure of case management agencies (CMA) prior to executing a contract with the State, and (2) certification of the CCFFH by a licensed CMA prior to entering into a sub-contracting relationship with a RACC CMA.

In accordance with Act 153, SLH 2004, the statutory requirements for licensure of the CMAs and certification of CCFFHs were modified to permit the State to delegate these functions to a designee. In addition, Act 153 modified the role of the CMA, in that certification of the CCFFHs would be carried out by the State or its designee, rather than the licensed CMA.

As a community alternative to nursing facility care, the RACC CMAs and the CCFFHs provide a much needed and utilized service in the community. Currently there are 21 licensed case management agencies and more than 600 CCFFHs, including 69 expanded care adult residential care homes (EC-ARCH) licensed by the Department of Health, serving 800 RACCP clients at any given time.

C. Description of the Goals of the Service

The goals of service reflect the State assurances as specified by the Centers for Medicare and Medicaid Services (CMS). These assurances are conditions to be met and reflected in licensing, certification, contracting and quality assurance processes for the RACC program:

1. Assure the health and welfare of all clients in the RACC program through the licensing and monitoring of RACC CMAs and the certification and monitoring of CCFFHs.

The health and welfare of clients are assured by using only qualified providers fully prepared to meet the individual needs of clients.

2. Assure that providers of services are accountable in their financial practices in accordance with the standards of the State.
3. Assure that only clients whose need for care is identified as ICF/SNF are admitted to participate in RACCP.
4. Assure that each client in the program is given a choice about participating in the RACCP rather than an institutional setting, choice of a CMA, choice of CCFFH, EC-ARCH, or assisted living facility.
5. Assure that the per capita expenditure of waiver clients does not exceed 100% of the average per capita expenditures that would have been paid in an ICF/SNF facility.

The goals of recruitment and licensing of RACCP case management agencies and recruitment and certification of community care foster family homes are to:

1. Maintain and recruit a sufficient number of qualified CMAs in all counties of the State of Hawaii to serve people who are eligible and seek admission to certified RACC CCFFHs.
2. Maintain and recruit a sufficient number of qualified CCFFHs in all counties of the State of Hawaii to serve the people who are eligible and seek admission to a certified CCFFH.

The provider must maintain and continue to recruit qualified CMAs and CCFFHs to meet the increasing number of individuals who are ready for discharge from long-term care facilities and desire community placement in foster family homes.

Quality assurance activities include ensuring licensed CMAs will provide case management services to clients in community care foster family homes, or Medicaid clients in expanded adult residential care homes, and assisted living facilities. Licensed CMAs will be responsible for coordinating and monitoring the placement and adjustment of the RACC clients. CMA responsibilities to a client shall include, but are not limited to the following:

1. Conduct a thorough assessment of the individual and home to assure an appropriate match, prior to the admission of the individual into the CCFFH.
2. Develop and implement individual service plans with the client, family, and CCFFH provider.
3. Provide service coordination as needed by the RACCP client.
4. Monitor RACCP clients in CCFFHs to assure ongoing safety and well being of the clients.
5. Consult and work with the clients' caregivers regularly as well as on an as needed basis specific to the needs of the client.
6. Reassess the needs of the client to assure ongoing appropriate level of care and placement needs are met.
7. Maintain individual client record and meet documentation requirements of the rules governing this service under §17-1454.
8. Assure client budgetary procedures are correctly applied.
9. Acknowledge and implement DHS rules on confidentiality and client rights.

Certified CCFFHs shall provide twenty-four hour living accommodations, including personal care and homemaker services, for not more than two adults at a time, at least one of whom shall be a Medicaid waiver service recipient, who are at the nursing facility level of care, are unrelated to the foster family, and are being served in the home by a licensed H&CBS case management agency.

RACCP family home responsibilities in relation to a client shall include but are not limited to the following:

1. Provide 24 hour care and services appropriate to the age and condition of the client.
2. Provide personal care services, homemaker, chore, attendant care, respite, companion services, and medication oversight in a private home by a primary care provider who lives in the home.
3. Provide care and services based on directions from the client to the maximum extent possible. This must be monitored by the CMA nurse or social worker, who coordinated the placement of the client into the CCFFH, when the client is not capable of providing care direction.

4. Provide care and services based on the caregiver following a service plan that addresses the client's needs.
5. Provide services to the client in conjunction with the CMA to comply with the rules governing this service.
6. Encourage the client to be as independent as possible.
7. Provide recreation and social activities in accordance with the client's service plan.
8. Provide the clients access to radio, television and telephone.
9. Provide the client with his/her own bedroom, with the understanding that the bedroom shall be limited to two residents. In the event there are two eligible clients, both occupants must consent to the arrangement.
10. Assure on-going compliance with the requirements to be a certified CCFFH.

D. Description of the Target Population to be Served

The target population is the person who is eligible for and chooses to enter the RACC program. The vehicle for serving these clients is through:

1. Qualified CMAs. These CMAs demonstrate their ability by becoming licensed and contracted by the State, to provide case management services for individuals eligible for the RACC program.
2. Qualified CCFFHs. These CCFFHs demonstrate their ability by becoming certified and have a provider agreement with the State to provide a adult foster home and care to clients eligible for the RACC program.

E. Geographic Coverage of Service

Statewide. The Department is seeking a single contract to serve the State of Hawaii. Assurance must be given that the population who reside in the following areas will be providing the full range of contracted services:

1. Kauai
2. Oahu
3. Maui
4. Molokai/Lanai
5. Island of Hawaii
 - a. East Hawaii
 - b. West Hawaii

The provider shall provide to the Department and maintain, at a minimum, the following number of **licensed case management agencies** for the following time periods:

Table A

		Oahu	EHl	WHI	Kauai	Maui	Molokai/Lanai	State
2/01/05-6/30/05	Total #	18	3	Same CMAs as EHI	1	2	0	21 (24 sites)
7/01/05-6/30/06	Total #	18	4	Same CMAs as EHI	2	2	1	27

The provider shall provide to the Department and maintain, at a minimum, the following number of **certified community care foster family homes** for the following time periods:

Table B

		Oahu	EHl	WHI	Kauai	Maui	Molokai/Lanai	State
2/01/05-6/30/05	Total #	543	43	9	5	22	0	622 (includes EC-ARCH)
7/01/05-6/30/06	Total #	600	60	15	15	50	5	745

F. Probable Funding Amounts, Source, and Period of Availability

The term of the contract will begin on February 1, 2005 and end on June 30, 2006. Continuation of this service is contingent on authorization by the legislature and subject to availability of funds. Estimated funding for a single, statewide contract will be \$590,000 a year. For FY 2005, 02/01/05–06/30/05, the contract amount will be \$245,833.30. For FY 2006, 07/01/05 – 06/30/06, the amount will be \$590,000. This contract will be partially funded through Medicaid waiver funds and will be subject to the pertinent Federal regulations.

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year or for the contract as a whole may increase up to 300% of the original amount without being considered a fundamental change according to §3-149-303(d) of Hawaii Administrative Rules. Increases are subject to availability of funds, and satisfactory performance.

II. General Requirements

A. Specific Qualifications or Requirements, including but not limited to Licensure or Accreditation

1. The provider shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website, www.spo.hawaii.gov (see Section 5, Attachment A).
2. The provider must ensure that the delivery of services is consistent with the Department's goal of providing for the health and welfare of clients in the RACC program.
3. The provider shall have demonstrated the qualifications relevant to the services being purchased. The provider shall have a thorough understanding of the need for families that meet qualifications to become community care foster family homes.
4. Services shall be provided during normal working hours, evenings, weekends, or holidays if necessary.
5. The provider must assure and be responsible for the continuity of service activities throughout the geographical area.
6. The provider must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted. The provider must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.
7. The provider must ensure that any changes in RACC services do not affect the well-being of RACC clients. This includes attention to client choice when the client transitions from a long-term care facility into a CCFFH, changes from one CCFFH to another or one CMA to another. Smooth transitions between service activities for CMAs and CCFFHs under the contract or when the contract ends must not adversely affect RACC clients.
8. The provider must assure that all staff meet the minimum educational requirements as required by the Department.

9. The provider must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes and must provide data to support this.
10. The provider must submit timely and accurate documentation to the Department's staff, upon request. The documentation must include all information required for the license and approval of the CMAs, and the certification and approval of the CCFFHs.
11. All staff must comply with criminal history background checks and APS perpetrator status check standards. In addition, the provider must assure that all licensed CMA personnel and adults living in CCFFHs, other than the clients being served, meet the criminal history background check and Adult Protective Services (APS) perpetrator status check standards. Refer to the Standards in Section 5 of this RFP.

B. Secondary Purchaser Participation

(Refer to §3-143-608, HAR)

No secondary purchases are planned. However, after-the-fact secondary purchases may be allowed pursuant to §3-143-608 HAR.

C. Multiple or Alternate Proposals

(Refer to §3-143-605, HAR)

☐ Allowed ☒ Unallowed

D. Single or Multiple Contracts to be Awarded

(Refer to §3-143-206, HAR)

☒ Single ☐ Multiple ☐ Single & Multiple

E. Single or Multi-term Contracts to be Awarded

(Refer to §3-149-206, HAR)

☒ Single term (<2 years) ☐ Multi-term

The contract will begin on February 1, 2005 and end on June 30, 2006.

F. RFP Contact Person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the winning applicant. Written questions will be answered in writing if submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable), of this RFP.

Contact person: Jennie Whitlock

Phone: 586-5566; Fax: 586-5606

G. Contract Modifications

The contract will be modified, if necessary, to comply with any changes in Federal or State Statutes or Rules. In the event such changes are necessary, the Department will notify the provider in writing of the need for the change and the proposed changes. The provider will have the opportunity to discuss the changes prior to their implementation.

During the term of the contract, the parties may be renegotiating terms and conditions related to the performance of the provider including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, rates, penalties, incentives, and bonuses. At the time of the renegotiation, either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the State is receiving the most advantageous bargain."

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities for the Licensing of Case Management Agencies

The provider must follow the requirements as delineated in Subchapter 1, General Requirements for Licensure and Certification, §17-1454-6 through 13 and Subchapter 2, Home and Community-based Case Management Agency Requirements, §17-1454-18 through 30. In conjunction with the responsibilities specified in part I, C, Introduction, Description of the Goals of the Service, the provider is expected to address all requirements identified, and state how they will meet the specified requirement, including the process used, and who will be responsible for each task to:

1. Recruit, screen, and orient all case management agency applicants.
The responsibility shall include:
 - a. Provide orientation to the case management agency applicants and maintain documentation of the receipt of such orientation, this shall include but not be limited to:
 - 1) Case management roles and responsibilities;
 - 2) Community care foster family home services, roles, and responsibilities;
 - 3) RACCP client eligibility criteria.
2. Determine that personnel requirements of the CMA as specified in §17-1454-18 Personnel have been met.
3. Determine that the CMA has written policies and procedures that are consistent with §17-1454-20 Administrative Requirements, §17-1454-21 Application for case management services, §17-1454-22 Service Planning, §17-1454-23 Service Coordination, §17-1454-24 Service Monitoring, §17-1454-25 Reassessment, §17-1454-26 Grievance and Appeal, §17-1454-27 Records, and §17-1454-30 Quality Assurance.
4. Determine that the CMA has insurance as specified in §17-1454-29 Insurance Requirements.
5. Determine that the CMA meets the fiscal requirements as specified in §17-1454-28 Fiscal Requirements.

6. Issue a CMA license as specified in §17-1454-9 Issuance of license or certificate of approval to the CMA when it is determined that the agency has met all the requirements as specified above.

B. Service Activities for the CMAs' on-going Compliance with the Department's Requirements and CMS Standards

1. The provider must follow the requirements as delineated in Subchapter 2, Home and Community-based Case Management Agency Requirements, §17-1454-9.1 through 12, §17-1454-32 and §17-1454-42. The provider is expected to address all requirements identified, and state how they will meet the specified requirement, including the process used, and who will be responsible for each task:
 - a. Monitor and investigate case management agencies as specified in §17-1454-9.1 Monitoring and investigation.
 - b. Determine that the CMA has applied §17-1454-42 Client eligibility requirements appropriately prior to the admission of a client into the RACC program.
 - c. Determine that the CMA is reporting all changes as specified in §17-1454-10 Reporting Changes.
 - d. Determine the need for corrective action and sanctions as specified in §17-1454-11.1 Corrective action and sanctions when the provider determines that a CMA has failed or is unable to comply with all applicable requirements.
 - e. Adhere to §17-1454-8.1 Denial of license or certificate of approval.
 - f. Abide by §17-1454-12 Appeal should corrective action and sanctions be implemented.
2. The provider must describe how they will monitor CMAs regarding services provided to clients. The proposal must include:
 - a. The CMAs monitor the client's level of care (LOC) determination every six months at a minimum.
 - b. The CMA has tracked the length of time between the application and completion of the LOC assessment.
 - c. The CMA has tracked the timeliness of the LOC reassessments.

- d. The provider must submit evidence that the LOC decisions are accurate and actions are being taken when inappropriate LOC decisions are made.
- 3. The provider must describe how they will monitor the development of client Service Plans by the CMA to assure the client's needs, including health and safety risk factors, and personal goals either by waiver services or through other means:
 - a. The provider will evaluate the completion of a thorough assessment of the client as specified in §17-1454-22 Service planning by the CMA.
 - b. The provider has evaluated that the Service Plan complements the assessment of the specific client.
 - c. The provider has evaluated that the services provided, specified by type, amount, duration, scope and frequency complement the assessment as well as the Service Plan.
 - d. The provider must assure that the CMA provided documentation that choice between institutional care and waiver services as well as choice of CMA and CCFFH was offered the client.
 - e. The provider has evaluated that the Service Plan is updated at least every six months or sooner if required by changes in the client's needs.
 - f. The provider has submitted documentation through it's monitoring process that corrective action is taken when the provider determines Service Plans were not developed according to the policies and procedures of the specific CMA.
- 4. The provider must describe how they will verify that case managers hold the health and welfare of the client to be of paramount importance. This will be carried out by monitoring documents such as policies and procedures addressing abuse, neglect, and exploitation:
 - a. The provider has evaluated that the CMA is responsive to reports and complaints regarding clients.
 - b. The provider has evaluated that the CMAs report all abuse, neglect, and exploitation incidents.

- c. The provider must submit documentation through its monitoring process that corrective action was taken when reports of abuse, neglect, and exploitation were not developed according to policies and procedures of the specific CMA.
- 5. The provider must monitor that the CMAs provided documentation that they billed the Department appropriately for services provided; and that the CCFFHs provided documentation that they billed the Department appropriately for services provided.
- 6. The provider must develop a satisfaction survey that is completed by the client or their guardian on an annual basis.

C. Service Activities for the Certification of RACC CCFFHs

The provider must follow the requirements as delineated in Subchapter 1, General Requirements for Licensure and Certification, §17-1454-6 through §17-1454-13 and Subchapter 3, Community Care Foster Family Home Requirements, §17-1454-37, §17-1454-41 through 52. In conjunction with the responsibilities specified in Part I, C, Introduction, Description of the Goals of the Service, the provider is expected to address all requirements identified, and state how they will meet the specified requirement, including the process used, and who will be responsible for each task to:

- 1. Recruit, screen, orient and assess all CCFFH applicants. This responsibility shall include:
 - a. Provide orientation to the primary and substitute caregivers, and maintain documentation of the receipt of such orientation, this shall include but not be limited to:
 - 1) CCFFH services, eligibility criteria, application and admission requirements and procedures; and
 - 2) Roles and responsibilities of CCFFH caregivers.
- 2. Locate caregivers who have no physical or mental disabilities that would prevent the caregivers from meeting the daily needs of clients on a twenty-four hour basis.
- 3. Conduct an initial psychosocial assessment of the care giving family system to establish the family system's capacity to meet the standards for certification and to provide services.
 - a. A standardized tool that relates to the care and needs of clients shall be used for this assessment. The tool may be developed or identified by the provider and submitted as an attachment to the RFP.

- b. The psychosocial assessment shall be updated as appropriate.
- c. The provider shall use a standardized home assessment tool to evaluate the CCFFH to enable the provider to determine whether the home shall be accepted as a qualified service provider. The tool shall assess:
 - 1. Compliance with the certification requirements specified in §17-1454, and
 - 2. Assure the CCFFH meets regulations on cleanliness, ventilation, lighting, safety, space, organization, and architectural barriers.
- 4. Determine that the CCFFH adheres to the Rules as specified in the following:
 - a. §17-1454-45 Fire Safety;
 - b. §17-1454-46 Medication and nutrition
 - c. §17-1454-47 Client account
 - d. §17-1454-48 Physical environment
 - e. §17-1454-49 Insurance requirements
 - f. §17-1454-50 Client's rights
 - g. §17-1454-52 Records
- 5. Establish and implement standards and procedures for issuing and renewing a certificate of approval to a CCFFH as specified in §17-1454-9 Issuance of license or certificate of approval.
- 6. Provide all necessary forms, records and information regarding the client and the client's care upon admission to the CCFFH.
- 7. Document skill competency of caregivers to perform the tasks necessary for implementation of each individual Service Plan and care of the clients.

D. Service Activities for the RACC CCFFH on-going Compliance with the Department's Requirements and CMS Standards

- 1. The provider must follow the requirements as delineated in Subchapter 3, Community Care Foster Family Home Requirements, §17-1454-37 through 52, and §17-1454-6 through 13. The provider is expected to address all requirements identified, and state how they will meet the specified requirements, including the process used, and who will be responsible for each task:
 - a. Monitor and investigate CCFFHs as specified in §17-1454-9.1 Monitoring and investigation.

- b. The provider shall establish and implement standards and procedures for issuing and renewing a certificate of approval to a CCFFH as specified in §17-1454-9 Issuance of license or certificate of approval.
 - 1) The provider shall provide all necessary forms, records and information regarding the client and the client's care upon admission to the CCFFH.
 - 2) The provider shall complete a new home assessment when changes occur to the structure or address of the CCFFH.
- 2. The provider must describe how they will monitor RACCP family homes regarding services provided to clients. The proposal must include:
 - a. Conducting skill checks to assure that primary caregivers (PCG) and substitute caregivers (SCG) have been trained and are able to perform the skills/services that have been identified on the client's Service Plan.
 - b. Monitoring charts/files to assure that the Service Plan is being implemented at the frequency and intensity required by the Service Plan.
 - c. Assuring that the client and/or family members are satisfied that the Service Plan is being implemented.
- 3. The provider shall monitor client files and records to assure that services are being carried out as written on the Service Plan by the CMA. The provider shall submit documentation of occurrences where a client's Service Plan is either missing, is inappropriate to client's needs, or is not being carried out. The provider must include the written corrective actions recommended.
- 4. The provider must describe how they will verify that CCFFHs hold the health and welfare of clients to be of paramount importance. This will be carried out by monitoring documents such as policies and procedures addressing abuse, neglect, and exploitation:
 - a. The provider has evaluated that the CCFFH did submit reports and complaints regarding clients to the Department.
 - b. The provider has evaluated that the CCFFHs report all abuse, neglect, and exploitation incidents.

- c. The provider must submit documentation through its monitoring process that corrective action was taken when reports of abuse, neglect, and exploitation were not developed according to policies and procedures according of the specific CMA responsible for the placement and monitoring of the client.
- 5. The provider must monitor that the CCFFHs provided documentation that they billed the Department appropriately for services provided.
- 6. The provider shall determine the need for corrective action and sanctions as specified in §17-1454-11.1 Corrective action and sanctions for foster family homes when the provider determines that the CCFFH has failed or is unable to comply with all applicable requirements.

E. Management Requirements (Minimum and/or Mandatory requirements)

1. Personnel

- a. Staff shall have the educational qualifications and necessary training to provide the activities requested. Professional staff shall be comprised of social workers and registered nurses, both currently licensed to practice in the State of Hawaii.
- b. Staff shall be knowledgeable about DHS' programs, including H&CBS programs, services, rules, and procedures. Those who are not familiar with DHS must be oriented and trained by the Provider or must take the initiative to learn about the Department's RACC program.
- c. The provider shall conduct state criminal history and Protective Services Registry checks according to the standards in Section 5 of this RFP to ensure that no employee has a record of criminal convictions, or protective services involvement, which would pose a risk to participants.

2. Administrative

The provider shall accept inquiries on becoming a licensed CMA or a certified CCFFH directly from the public, in addition to referrals from the Department.

There must be regular on-going meetings between the provider staff and DHS H&CBS staff to keep lines of communication open and to

discuss CMA and CCFFH needs, specific concerns, and procedural changes.

When disagreement between the provider staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

The provider shall have policies and procedures in place that ensure on-going recruitment of CMAs and CCFFHs; to conduct timely assessments; to conduct licensing of CMAs and certification of CCFFHs; to conduct quality assuring monitoring, and a fair hearing process for those agencies or homes wanting to appeal an adverse action.

The provider shall make recommendations to the Department, and provide justification to support the recommendations to license, certify, suspend or revoke operations of all CMAs and CCFFHs.

3. Quality Assurance and Evaluation Specifications

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports and periodic assessment of program effectiveness.

The provider must maintain throughout the term of the contract a system of self-appraisal and program evaluation for evaluating the effectiveness of the activities provided. The evaluation process must include specific tools, instruments or processes, which are relevant to the outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.

4. Output and Performance/Outcome Measurements

The provider shall maintain a database of findings of non-compliance and prepare a quarterly summary report delineating findings by CMA, CCFFH, or any where there may be a significant trend.

5. Reporting Requirements for Program and Fiscal Data

a. Required Program Reports:

Monthly and Quarterly reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. These reports shall include major accomplishments, problems encountered, recommendations and proposed future activities. Data to be reported usually includes but may not be limited to the items on the attached Forms A, B, and C, and must reflect at a minimum the numbers on Tables A and B in the Service Specifications, Section I, E, Introduction, Geographic coverage of service.

b. Required Fiscal Reports:

1. Provider will submit invoices in the format provided by the Department.
2. For cost reimbursement contracts, quarterly and year end reports listing total expenditures of contract funds, contract revenues received, collections and expenditures from program income and/or other sources of funding.
3. For fixed rate contracts no budget or expenditure reports are required. Reports of collections of revenues from other sources of funding may be requested in a format specified by the Department.

c. Penalties for late reporting:

Unless otherwise specified in the contract, program and fiscal reports are due within 30 days of the end of the quarter. Providers that are late submitting applicable reports may be subject to a fine of \$25.00 at a minimum for each business day that the report is late.

6. Pricing or Pricing Methodology to be used

Unless otherwise proposed and agreed upon the State, the pricing shall be based on cost reimbursement as indicated below.

- X Cost reimbursement** where the State pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.

- Fixed Rate where the State pays the contractor a set rate for a defined unit of service up to a maximum contract amount. The State and the contractor agree on the number of units of service to be delivered for the stated contract amount.
- Base Cost/Fixed Rate combination where the State pays the contractor a base amount for operating costs and a fixed rate for units delivered up to a stated maximum contract amount.
- Negotiated Rate where the State defines a unit of service and may predetermine the total number of units to be delivered or the maximum amount of funding available for the contract. The State then negotiates with the contractor the rate to be paid for each unit delivered.

FORM A –

Agencies to Be Licensed

Foster Family Homes to Be Certified

ORGANIZATION: _____

PROGRAM/SERVICE: Recruitment and Licensing of RACCP Case Management Agencies & Recruitment and Certification of RACCP Community Care Foster Family Homes

SITE(S): _____

Licensing and Certification	BUDGET PERIOD	
	FY <u>05</u>	FY <u>06</u>
1. # RACC CMAs recommended to be re-licensed		
2. # of RACC CMAs whose license is recommended to be revoked		
3. # of RACC CMAs who choose to discontinue their license, and terminate from this program		
4. # of new RACC CMAs recommended to be licensed to serve Oahu		
5. # of new RACC CMAs recommended to be licensed to serve Island of Hawaii (breakdown as shown in RFP Section 2, Part I, E, Table A)		
6. # of new RACC CMAs licensed to serve Kauai		
7. # of new RACC CMAs recommended to be licensed to serve Maui, Molokai & Lanai (breakdown by island as shown in RFP Section 2, Part I, E, Table A)		
8. # of RACC CCFFHs recommended to be re-Certified		
9. # of RACC CCFFHs whose certificates were recommended to be revoked		

10. # of RACC CCFFHs who choose to discontinue their certificate, and terminate from this program		
11. # of new RACC CCFFHs recommended to be certified to serve Oahu		
12. # of new CCFFHs recommended to be certified to serve Island of Hawaii (breakdown as shown in RFP Section 2, Part I, E, Table B)		
13. # of CCFFHs recommended to be certified to serve on Kauai		
14. # of CCFFHs recommended to be certified to serve Maui, Molokai & Lanai (breakdown by island as shown in RFP Section 2, Part I, E, Table B)		

Explanation of outcomes will be discussed in the Goal Section of the RFP.

FORM B – SERVICE ACTIVITIES

(Taken From the Scope of Work; Provider must address all required activities in the Scope of Work. Service Activities identified on these forms are only a sample of what is required.)

ORGANIZATION: _____

PROGRAM/SERVICE: _____

SITE(S): _____

SERVICE ACTIVITIES	BUDGET PERIOD	
	FY <u>05</u>	FY <u>06</u>
1. # of qualified CMA applicants recommended to be re-licensed (breakdown by island as shown on Table A in Section 2 of this RFP)		
2. # of qualified CCFFH applicants recommended to be re-certified (breakdown by island as shown on Table B in Section 2 of this RFP)		
3. # of newly qualified RACC CMAs recommended to be licensed (breakdown by island as shown on Table A in Section 2 of this RFP)		
4. # of newly qualified RACC CCFFHs recommended to be certified (breakdown by island as shown on Table B in Section 2 of this RFP)		
5. # of licensed CMAs who had significant Corrective Actions identified by POS provider, completed by RACC CMAs so that they remain qualified to be licensed (breakdown by island as shown on Table A in Section 2 of this RFP)		
6. # of CCFFHs who had significant Corrective Actions identified by POS provider, completed by RACC CCFFHs so that they remain qualified to be certified (breakdown by island as shown on Table B in Section 2 of this RFP)		
7. # of licensed CMAs who had significant Corrective Actions identified by POS provider, not completed by RACC CMAs so that they are recommended to have suspension of case management activities until they meet full compliance of all significant requirements (breakdown by island as shown on Table A in Section 2 of this RFP)		

8. # of CCFFHs who had significant Corrective Actions identified by POS provider, not completed by RACC CCFFHs so that they are recommended to have suspension of admissions to their homes until they meet full compliance of all significant requirements (breakdown by island as shown on Table B in Section 2 of this RFP)		
9. # of licensed CMAs who had significant Corrective Actions identified by POS provider, not completed by RACC CMAs so that they are recommended to have their license revoked (breakdown by island as shown on Table A in Section 2 of this RFP)		
10. # of CCFFHs who had significant Corrective Actions identified by POS provider, not completed by RACC CCFFHs so that they are recommended to have their certificate revoked (breakdown by island as shown on Table B in Section 2 of this RFP)		
11.		
12.		
13.		
14.		
15.		
16.		

FORM C - OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Recruitment and Licensing of RACCP Case Management Agencies & Recruitment and Certification of RACCP Community Care Foster Family Homes

SITE(S): _____

OUTCOMES	BUDGET PERIOD	
	FY <u>05</u>	FY <u>06</u>
1. % of CMAs recommended to be licensed or re-licensed (breakdown by island as shown on Table A in Section 2 of this RFP)		
2. % of CCFFHS recommended to be certified or re-certified (breakdown by island as shown on Table B in Section 2 of this RFP)		
3. % of CMAs recommended for suspension of case management for new admissions due to findings from monitoring, result of findings on a complaint or an adverse event (breakdown by island as shown on Table A in Section 2 of this RFP)		
4. % of CCFFHs recommended for suspension of admissions due to findings from monitoring, result of findings on a complaint or an adverse event certified (breakdown by island as shown on Table B in Section 2 of this RFP)		
5. % of CMAs recommended to have license revoked due to result of findings of monitoring, result of findings on a complaint or an adverse event (breakdown by island as shown on Table A in Section 2 of this RFP)		
6. % of CCFFHs recommended to have certificate revoked due to result of findings of monitoring, result of findings on a complaint or an adverse event (breakdown by island as shown on Table B in Section 2 of this RFP)		
7. % increase of qualified CMAs licensed to serve RACC clients (breakdown by island as shown on Table A in Section 2 of this RFP)		

8. % increase of qualified CCFFHs certified to serve RACC clients (breakdown by island as shown on Table B in section 2 of this RFP)		
9. % increase of RACC clients served by qualified licensed CMAs (breakdown by island)		

SECTION 3

POS Proposal Application

RFP HMS 601-MWS-01

Section 3

POS Proposal Application

General Instructions and Overview

General Instructions for Completing Applications:

- *POS Proposal Applications shall be submitted to the State purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Applicants must also include a Table of Contents with the POS Proposal Application. A sample format is reflected in Section 5 of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal.*

The POS Proposal Application comprises the following sections:

- *Title Page (Form SPOH 200)*
- *Table of Contents*
- *Experience*
- *Organization*
- *Facilities*
- *Service Delivery*
- *Staff Qualifications*
- *Forms A, B, and C*
- *Financial*
- *Litigation*
- *Administrative Assurances*

I. Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of service or a brief description of the service.

This will document that the contract(s) are pertinent to the service activities detailed in this RFP.

II. Organization

The applicant shall provide:

1. An organization-wide chart showing where the proposed program fits within the applicant agency.
2. An organizational chart of the proposed program (a Program Organizational Chart) that reflects:
 - a. Each position budgeted to the program including:
 - i. Title from the position description,
 - ii. Qualification level (e.g., paraprofessional, bachelor's, master's), and
 - iii. Full time equivalency (FTE);
 - b. In each geographic area; and
 - c. The lines of authority/supervision.

NOTE: There must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

3. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A and B in Section 2 of this RFP.

III. Facilities

The applicant shall provide a description of its facilities and demonstrate their adequacy in relation to the proposed services which includes:

- a. Existing or planned office facilities and location(s); and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

IV. Service Delivery

The applicant shall address all of the items in Section 2, Service Specifications, of this RFP. If the applicant elects to use a format, other than a narrative description, such as Work Plan, applicant must inform the Department, and assure that all detailed requirements are included in the Work Plan.

V. Staff Qualifications

1. The applicant shall provide position descriptions for all direct services staff budgeted to this program directly or through subcontract; and

2. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) that may be specified in Section 2, Service Specifications, of this RFP.

VI. Forms A, B, and C

The applicant must fill in numbers and percentages where items are blank on Form A-People to be Served, Form B-Services, and Form C-Outcomes. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

VII. Financial

1. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the POS Proposal Application:

- A copy of the applicant's most recent audit including a management letter if applicable.

VIII. Litigation

The applicant shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgement. If applicable, please explain.

IX. Administrative Assurances

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5 of this RFP.

SECTION 4

Proposal Evaluation

RFP HMS 601-MWS-01

Section 4

Proposal Evaluation

I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

II. Evaluation Process

The Procurement Officer, or an evaluation committee of designated reviewers selected by the head of the State purchasing agency or its Procurement Officer, shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, or program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Mandatory Proposal Requirements
- Phase 2 - Evaluation of POS Proposal Application
- Phase 3 - Recommendation for Award

A. Evaluation Categories and Points

Evaluation Categories	Possible Points
Phase I: Mandatory Proposal Requirements: (These must be submitted or addressed)	Pass or Rejected
• Application Checklist	
• Registration (Form SPO-H-100A if not pre-registered with the State Procurement Office)	
• Tax Clearance Certificate	
• Required Licenses	
• POS Application Title Page	
• Table of Contents	
• Litigation Disclosure (for review & determination)	
• Administrative Assurances	
• All of the categories in Phase II below must be addressed	

Evaluation Categories	Possible Points
Phase II: POS Proposal Application:	
1. Experience	10
2. Organization	15
3. Facilities	8
4. Service Delivery	42
5. Staff Qualifications	10
6. Forms A, B, and C	15
TOTAL POSSIBLE POINTS	100

III. Evaluation Criteria

A. Phase 1 - Evaluation of Mandatory Proposal Requirements

In order to pass this phase, all of the items listed under Phase I: Mandatory Proposal Requirements in the table above must be submitted or addressed. Otherwise, the proposal will be rejected. See the Application Checklist in Section V of this RFP for directions on where to find the required forms.

B. Phase 2 - Evaluation of POS Proposal Application

NOTE: Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 1 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

1. Experience (Maximum = 10 Points; Satisfactory = 6.0 Points)

The proposal includes a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. Where contracts are listed, the following information has been provided:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of the service.

2. Organization (Maximum = 15 Points; Satisfactory = 9.0 Points)

The proposal includes all of the following:

- a. An organization-wide chart showing where the proposed program fits within the applicant agency.
- b. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
 - 1) each position budgeted to the program including:
 - i. title from the position description,
 - ii. qualification level (e.g., paraprofessional, bachelor's, master's), and
 - iii. full time equivalency;
 - 2) in each geographic area; and
 - 3) the lines of authority/supervision.

Furthermore, there must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

- c. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A and B in Section 2 of this RFP.

3. Facilities (Maximum = 8 Points; Satisfactory = 4.8 Points)

The proposal describes all of the following:

- a. Existing or planned office facilities and location; and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

4. Service Delivery (Maximum = 42 Pts; Satisfactory = 25.2 Pts)

The applicant has addressed all of the requirements and items in Section 2, Service Specifications, of this RFP. If the applicant elects to use a format, other than a narrative description, such as a Work Plan, applicant must inform the Department, and assure that all detailed requirements are in the Work Plan.

5. Staff Qualifications (Maximum = 10 Points; Satisfactory = 6.0 Points)

- a. The proposal includes position descriptions for all direct services staff budgeted to this program directly or through subcontract; and
- b. The position descriptions for direct service staff reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.

6. Forms A, B, and C (Maximum = 15 Points; Satisfactory = 9.0 Points)

The proposal includes numbers and percentages for all items on Form A-People to be Served, Form B-Services, and Form C-Outcomes. These forms are included in Section 2, Service Specifications, of this RFP. The review panel may compare Forms A, B, and C from competing proposals and give higher scores to the more advantageous proposals. Where the applicant gives different or additional numbers than those provided by DHS, a justification is provided.

C. Phase 3 – Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant. Attached to the notice or under separate cover will be a statement of recommendations which must be addressed before the Department will execute a contract.

SECTION 5

Attachments

RFP HMS 601-MWS-01

Section 5

Attachments

<u>ATTACHMENT</u>	<u>DOCUMENT</u>
A	Competitive POS Application Checklist
B	POS Proposal Application - Sample Table of Contents
C	Title Page (SPO-H-200)
D	Criminal Conviction Record Check Standards; and Protective Services Central Registry Check Standards
E	General Conditions of the Contract
F	Special Conditions of the Contract
G	Administrative Assurances

ATTACHMENT A

COMPETITIVE POS APPLICATION CHECKLIST

Competitive POS Application Checklist

Applicant: _____ RFP No: _____

The applicant's proposal must contain the following components in the order shown below. This checklist must be checked off, signed, dated and returned to the State purchasing agency as part of the Proposal Application. SPO-H budget forms are located on the State Procurement Office (SPO) website at <http://www2.hawaii.gov/spoh/>. Click on *Forms* and then on *Procurement Forms & Instructions for Private Providers/Applicants*.

Item	Reference in RFP	Format/ Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
1. POS Proposal Application Title Page (SPO-H-200)	Sections 1 & 4 of RFP	SPO Website; Section 5 of RFP	X	
2. Competitive POS Application Checklist	Sections 1 & 4 of RFP	Sections 1, 4, & 5 of RFP	X	
3. Table of Contents	Secs 1 & 3 of RFP	Section 5 of RFP	X	
4. POS Proposal Application (SPO-H-200A)	Section 1 of RFP	Section 3, RFP	X	
5. Registration Form (SPO-H-100A)	Sections 1 & 4 of RFP	SPO Website	(Required if not Pre-Registered)	
6. Tax Clearance Certificate (Form A-6)	Sections 1 & 4 of RFP	SPO Website	X	
7. Cost Proposal (Budget)				
SPO-H-205	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206A	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206B	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206C	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206E	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206F	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206H	Secs 3 & 4 of RFP	SPO Website	X	
SPO-H-206I	Secs 3 & 4 of RFP	SPO Website	X	
Program Specific Requirements:				

AUTHORIZED SIGNATURE

DATE

TITLE

ATTACHMENT B

POS PROPOSAL APPLICATION

SAMPLE TABLE OF CONTENTS

Applicant: _____ RFP #: HMS

SERVICE: _____

POS Proposal Application

Sample Table of Contents

TITLE PAGE

CHECKLIST

TABLE OF CONTENTS

POS PROPOSAL APPLICATION (SPO-H-200A):

1. Experience.....	1
2. Organization.....	3
3. Facilities.....	6
4. Service Delivery (Work Plan).....	7
5. Staff Qualifications.....	11
6. Forms A, B, and C.....	13

REGISTRATION FORM (SPO-H-100A) – If not pre-registered

LITIGATION STATEMENT

ADMINISTRATIVE ASSURANCES

TAX CLEARANCE

ATTACHMENTS

ATTACHMENT C

TITLE PAGE (SPO-H-200)

STATE PROCUREMENT OFFICE

POS PROPOSAL APPLICATION TITLE PAGE

STATE AGENCY ISSUING RFP: DEPT. OF HUMAN SERVICES, SOCIAL SERVICES DIVISION

RESPONSE TO RFP#: _____

RFP TITLE: _____

Check one:

☐ INITIAL POS PROPOSAL APPLICATION☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS _____ - _____ ONLY)**1. APPLICANT INFORMATION:**

LEGAL NAME: _____

DBA: _____

STREET ADDRESS: _____

MAILING ADDRESS: _____

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

NAME _____

Title _____

Phone # _____

Fax # _____

e-mail _____

3. TYPE OF BUSINESS ENTITY:☐ NON PROFIT CORPORATION☐ FOR PROFIT CORPORATION☐ LIMITED LIABILITY COMPANY☐ SOLE PROPRIETORSHIP☐ PARTNERSHIP**4. FEDERAL TAX ID #:** _____**5. STATE TAX ID #:** _____**6. SSN (IF AN INDIVIDUAL):** _____**7. DESCRIPTIVE TITLE OF APPLICANT'S PROGRAM:****8. TARGET GROUP:****9. GEOGRAPHIC AREA(S) APPLICANT IS ABLE TO SERVE:**☐ EAST HAWAI'I☐ KAUAI☐ WEST HAWAI'I☐ LEEWARD O'AHU☐ MAUI☐ CENTRAL O'AHU☐ MOLOKA'I☐ WINDWARD O'AHU☐ LANA'I☐ HONOLULU

FOR MULTIPLE AREAS CHECKED ABOVE:

☒ WILL SERVE ALL CHECKED AREAS ONLY.☐ WILL CONSIDER SERVING SOME CHECKED AREAS IF OFFERED.**10. GENERAL POPULATION(S) APPLICANT IS ABLE TO SERVE:**☐ INFANTS AND TODDLERS: 0-3 YEARS OF AGE☐ CHILDREN 3-5 YEARS OF AGE☐ CHILDREN: 5-10 YEARS OF AGE☐ ADOLESCENTS: 10-18 YEARS OF AGE☐ ADOLESCENTS & ADULTS: 18-21 YEARS OF AGE☐ ADULTS: 21-59+ YEARS OF AGE☐ ELDERS: 60+ YEARS OF AGE☐ FAMILIES**11. FUNDING REQUEST:**

FISCAL YEAR 2005: \$ _____

12. LICENSING AND BUSINESS STATUS QUALIFICATION:☐ APPLICANT IS PREREGISTERED.☐ APPLICANT IS NOT PREREGISTERED-FORM SPO-H-100A AND REQUIRED DOCUMENTATION IS ATTACHED.

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

AUTHORIZED SIGNATURE_____
NAME & TITLE_____
DATE SIGNED

ATTACHMENT D

CRIMINAL CONVICTION RECORD CHECK STANDARDS

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL CONVICTION RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Service Branch (CWSB) clients, criminal conviction information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Hawaii Criminal Justice Data Center's (HCJDC) criminal history record system for a criminal conviction record check shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal conviction record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days;
2. In a direct service provider position when these standards become effective. The criminal conviction record check shall be completed within six (6) months of the effective date of these standards.

B. Individuals shall have a criminal conviction record check upon initial hire or implementation of these standards and a second criminal conviction record check twelve months later. Thereafter, criminal conviction record checks shall be conducted every other year.

C. The responsibility for conducting a criminal conviction record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider. The criminal conviction record checks shall be conducted through the Hawaii Criminal Justice Data Center, as follows:

1. Oahu: Hawaii Criminal Justice Data Center
465 South King Street, Room 101
Honolulu, Hawaii 96813

The Oahu office, for a fee, will process mailed-in requests for criminal conviction records checks.

2. Neighbor Islands: County police stations where HCJDC computer terminals are available. Molokai and Lanai are covered through the main police station on Maui.

- D. A printed report of each criminal conviction record check is required. A copy of each criminal conviction record check report shall be accompanied by a signed statement of authenticity that the criminal conviction record report is a true and unaltered copy. Copies of the criminal conviction record check report and statement of authenticity shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A printed criminal conviction record check report, dated no more than six (6) months before the date an initial criminal conviction record check is required may be accepted instead of a new criminal conviction record check being performed.
- F. The Department shall not be directly responsible for any cost related to the criminal conviction record check. Funds received through a Purchase of Service contract with the Department for administrative costs may be used to meet the cost for criminal conviction record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal conviction record check reports shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when a prospective or current direct service provider has a criminal conviction as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal conviction record check; and
- B. The crime for which there is a conviction shall have a rational relationship to a direct service provider's position. Rational relationship means the crime for which there is a conviction is substantially related to the qualifications, duties and responsibilities of a direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.
- C. Exemptions from the requirements of sections III. A. and B. may be approved by ACCSB/CWSB.
 - 1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check Standards), or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current criminal conviction record check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
 - 2. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB-Program Development Administrator, relevant ACCSB/CWSB Assistant

Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.

3. The panel shall consider the following:
 - a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
 4. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 5. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives form DHS 1673, Request for Exemption (From Criminal Conviction Record Check Standards), or similar form. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 6. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Service Division Administrator.
- D. ACCSB/CWSB clients may choose not to do criminal conviction record checks on individuals they hire on their own. Clients who choose not to have criminal conviction record checks shall complete form DHS 1672, Consumer-employer Choice Regarding Criminal Conviction Records Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Services Branch (CWSB) clients, Protective Services Central Registry information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for ACCSB clients. The CWS Central Registry shall be checked for individuals serving as direct service providers for CWSB clients. Both Registries shall be checked for individuals serving as direct service providers for both ACCSB and CWSB clients, and for ACCSB clients who are minor children.

These Protective Services Central Registry Check Standards do not apply to direct service providers who must meet the licensing standards as specified in the Child-Caring Institution and/or Child-Placing Organization administrative rules.

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 - 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to

become a direct service provider. The individual shall sign and date the DHS 1507, Consent to Release Information From the Protective Services Central Registry, and mail the completed form to the Department of Human Services.

The release of information by the Department of Human Services shall be limited to the following:

APS CENTRAL REGISTRY CHECK

1. Notification of whether the individual requesting the information is known to the Department of Human Services to have caused the abuse of a dependent adult; and
2. Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

1. Date of CONFIRMED incident(s) of child abuse or neglect; and
2. Type of abuse for each incident.

- D. The following offices shall conduct the Protective Services Central Registry check upon receipt of the DHS 1507 as specified in section II-C:

APS CENTRAL REGISTRY CHECKS

1. Oahu: Adult Intake Unit
Adult and Community Care Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: Adult and Community Care Services Section
224 Haili Street
Hilo, Hawaii 96720
3. West Hawaii: Adult and Community Care Services Section
75-5995 Kuakini Highway, #433
Kailua-Kona, Hawaii 96740
4. Kauai: Adult and Community Care Services Section
4370 Kukui Grove Street, Suite 205
Lihue, Hawaii 96766
5. Maui: Adult and Community Care Services Section
1773-B Wili Pa Loop
Wailuku, Hawaii 96793-1250

The Maui Section shall conduct APS Central Registry checks for the islands of Maui, Molokai, and Lanai.

CWS CENTRAL REGISTRY CHECKS

1. Oahu: Child Welfare Services Intake Unit
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: East Hawaii Special Services Unit
120 Pauahi Street, Suite 210
Hilo, Hawaii 96720
3. West Hawaii: West Hawaii CWS Intake/Permanency Unit
75-5995 Kuakini Highway, Suite 523
Kailua-Kona, Hawaii 96740
4. Kauai: Intake/Central Child Welfare Services Unit
Lihue State Office Building
3060 Eiwa Street, Room 102
Lihue, Hawaii 96766-1890
5. Maui: West Child Welfare Services Unit
1885 Main Street, Suite 306
Wailuku, Hawaii 96793

The Maui Unit shall conduct CWS Central Registry checks for the islands of Maui, Molokai, and Lanai.

- E. Upon completion of the Protective Services Central Registry check, the Department of Human Services shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- F. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

III. PROTECTIVE SERVICES CENTRAL REGISTRY CHECKS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

- A. When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as

direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

1. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check; and
2. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.

B. Exemptions from the requirements of sections III. A. 1 and 2 may be approved by ACCSB/CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check or Protective Services Central Registry Check Standards) or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current Protective Services Central Registry check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
2. The attached Checklist for Exemption Request may be used as a reminder of the documents to be submitted to the Department for EACH exemption request. Additional copies of this checklist may be photocopied as needed.
3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department.
4. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
5. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.

6. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 7. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives all documents listed on the attached Checklist for Exemption Request and needed for a decision to be made. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 8. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- C. ACCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, Consumer-Employer Choice Regarding Criminal Conviction Record Check or Adult Protective Services Central Registry Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or Adult Protective Services Central Registry checks on the individuals they plan to hire as direct service providers.

Attachment – Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
Social Services Division

Criminal Conviction Record Check Standards or
Protective Services Central Registry Check Standards

CHECKLIST FOR EXEMPTION REQUEST

The appropriate Social Services Division review panel shall consider a request for exemption from the Division's Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards only upon the receipt of the documents listed below. The panel shall then have forty-five (45) days to complete its review and to issue its decision on the request.

This checklist, with blocks checked off to confirm the inclusion of the appropriate documents, should accompany the documents submitted to the Department. The request should be forwarded to the Department by the prospective employer agency. The individual should keep copies of all submitted documents for his/her records.

1. ☐ **Form DHS 1673, "REQUEST FOR EXEMPTION (From Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards)".**
Must be completed and signed by individual requesting the exemption. A separate DHS 1673 shall be submitted for EACH exemption being requested.
2. ☐ **Criminal Conviction Record Check Report.**
This is the report from Hawaii Criminal Justice Data Center (HCJDC), and it must include the conviction for which the exemption is being sought.
3. ☐ **Protective Services Central Registry Check Report (Adult or Child Protective Services).**
This is the report or letter from the Department of Human Services, and it must include the confirmation of abuse for which the exemption is being sought.
4. ☐ **Statement of Authenticity.**
This is a statement completed and signed by the individual requesting the exemption that validates the copy of the Hawaii Criminal Justice Data Center report that is submitted. A copy is attached, and may be used to photocopy additional copies for your use.
5. ☐ **Letter from the Prospective Employer Agency.**
This letter will confirm the individual's status as a prospective direct service provider. The letter must identify the individual and the position for which the individual is being considered.
6. ☐ **Job Description.**
This description must come from the prospective employer agency. It will help the review panel to determine the relationship of the conviction to the direct services position offered to the individual.
7. ☐ **Evidence of Rehabilitation.**
Some examples of what may be submitted include: Letters from employers, letters confirming the termination of probation or parole, letters indicating completion of self-help program, such as anger management, drug treatment, etc.

Attachment (Statement of Authenticity)

ATTACHMENT E

GENERAL CONDITIONS OF THE CONTRACT

ATTACHMENT F

SPECIAL CONDITIONS OF THE CONTRACT

Exhibit “E”

Exhibit “F”

**STATE OF HAWAII
SPECIAL CONDITIONS
Non-Health Care Service Providers**

1. PROVIDER COVENANTS. PROVIDER shall provide services to Medicaid eligible recipients in the State of Hawaii, under a Section 1915(c) waiver of the Social Security Act to provide Home and Community Based Services. PROVIDER agrees to all of the following terms, standards and conditions:

a. PROVIDER shall comply with Adult Community Care Services Branch (ACCSB) Criminal Conviction Record Check Standards:

1. PROVIDER shall obtain a signed statement from each employee and/or subcontractor declaring their understanding of the PROVIDER'S abuse/criminal history policies;
2. PROVIDER employees and subcontractors shall have a criminal conviction record check upon initial hire and a second criminal conviction record check twelve months later. Thereafter, criminal conviction record checks shall be conducted every other year;
3. PROVIDER'S current employees or subcontractors must have the criminal conviction record check completed within six (6) months from the effective date of this Agreement; and
4. If PROVIDER has conducted a criminal conviction record check of any of its employees or subcontractors within twelve (12) months prior to the effective date of this Agreement, PROVIDER shall conduct another criminal conviction records check with respect to those employees and subcontractors within twelve (12) months of the last check and every other year thereafter.

b. A copy of all required licenses and accreditation shall be kept in PROVIDER'S file for reference;

c. PROVIDER agrees not to use public funds for purposes of entertainment or perquisites. For the purpose of this AGREEMENT, the word "perquisite" shall mean a privilege furnished or a service rendered by an organization to an employee, officer, director or member of that organization to reduce the individual's personal expense.

d. PROVIDER agrees to provide STATE with necessary and applicable Corporate Resolution, and/or any documentation demonstrating authority of the signer that is attached to this AGREEMENT shall remain in full force and effect through the term of this AGREEMENT and any extensions thereto

2. ASSISTANCE BY THE STATE.

a. STATE shall furnish to PROVIDER without charge all information, data, reports and records that are existing, available and necessary for the performance of the work outlined above and cooperate with PROVIDER in every way possible in the performance of said work.

b. STATE designates the Medicaid Waiver Services (MWS) Program Manager or his/her designee as project coordinator to whom all communication may be addressed. The project coordinator will be responsible for arranging necessary information and decisions related to the technical performance requirements.

c. Delay or failure by STATE to fulfill its responsibilities as described above shall not release PROVIDER from its obligations to the extent that PROVIDER is prevented from performing under this AGREEMENT due to such delay or failure. Should PROVIDER determine that a delay exists, or is probable, due to the failure of STATE, PROVIDER will notify STATE in writing immediately.

3. PERFORMANCE REQUIREMENTS. General Condition 1.6(a) is deleted and replaced with the following:

3.a.1 PROVIDER shall furnish any reports or information that MWS may, from time to time, reasonably require or request.

3.a.2 Requirement for PROVIDER Final Project Report, Form AG3-Exem(4/99), 4. Reporting Requirements and General Conditions, 1.6, Reporting Requirements are deleted. Specific reports required will be requested from time to time as needed by SSD, MWS Fiscal and Information Unit or Contracts and Monitoring Unit.

4. RECORD RETENTION AND ACCESS.

a. PROVIDER shall maintain books, records, documents, and all other evidence, which sufficiently and properly reflects all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT:

1. These records will be maintained by PROVIDER documenting all services and expenditures under this Agreement from any other expenditures by PROVIDER, and will be so identified that payments under the waiver are not co-mingled with payments for non-waivered services under the State Medicaid Plan.
- b. All books, records, and documents shall be subject at all reasonable times for inspection, reviews, or audits by the DHS, State Department of Health, U.S. Department of Health and Human Services, State Department of Budget and Finance, State Department of Accounting and General Services, State Procurement Office, State Legislators, Legislative Auditors, or other State or Federal representatives directly connected with the program area under this AGREEMENT.
- c. STATE, DHS/SSD, U.S. Department of Health and Human Services or authorized representatives thereof, shall have the right of access to any books, documents, papers, or other records of PROVIDER that are pertinent to the services performed under this AGREEMENT, in order to make audit, examination, excerpts, and transcripts.
- d. PROVIDER shall permit STATE, other governmental funding sources, licensing parties, and authorized parties to exchange monitoring, evaluative, and licensing reports pertaining to PROVIDER.
- e. Right of access shall not be limited to the required retention period but shall last as long as the records are retained.
- f. PROVIDER shall retain all records pertinent to this AGREEMENT for at least seven (7) years after the date of last service under this AGREEMENT, except that if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven-year period, PROVIDER shall retain the records until three (3) years from the date of final payment, or completion of the action and resolution of all issues that arise from it; or until the end of the regular seven-year period, whichever is later.
- g. If the recipient served is a minor child, PROVIDER shall retain all records pertinent to this AGREEMENT for at least ten (10) years from the age of majority of each child served after the last date of service, except that if any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year

period, PROVIDER shall retain the records until three (3) years from the date of final payment, or completion of the action and resolution of all issues that arise from it; or until the end of the regular ten-year period, whichever is later.

5. INSURANCE. PROVIDER shall obtain, maintain and keep in force throughout the time of performance of services under this AGREEMENT, insurance meeting the following requirements and conditions. All insurance required hereunder shall be subject to acceptance and approval by DHS. PROVIDER agrees to provide, upon DHS request, documentation acceptable to DHS evidencing compliance with these insurance requirements.

a. Comprehensive general liability insurance, as fully described in General Conditions, §1.4, and such comprehensive general liability insurance shall be issued by an insurance company/agency authorized to do business in the State of Hawaii in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for comprehensive general liability arising out of each occurrence. The coverage afforded by such comprehensive general liability insurance shall be sufficient to cover all activities and all individuals, including but not limited to employees, subcontractors, caregivers, substitute caregivers and all CLIENTS that are the subject of this AGREEMENT. A certificate of insurance shall be attached to this Agreement. This insurance amount shall be separate from the amount required for any other required insurances, such as, professional liability insurance.

b. Professional liability insurance (Malpractice), as applicable, issued by an insurance company/agency authorized to do business in the State of Hawaii in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for professional liability arising out of each occurrence. Professional Liability Insurance shall afford coverage sufficient to cover all activities and individuals, including but not limited to employees, subcontractors, caregivers, substitute caregivers and all CLIENTS that are the subject of this AGREEMENT. A certificate of insurance shall be attached to this Agreement. This insurance amount shall be separate from the amount required for comprehensive general liability insurance. PROVIDER shall provide STATE with a certificate of such insurance;

c. Comprehensive General Liability and Professional Liability Insurance policies, purchased as a combined policy, shall have a separate aggregate amount per coverage plan, occurrence, accident or incident; and/or an aggregate amount in a combined amount of no less than the sum total of both Comprehensive General Liability and Professional Liability

per occurrence. A combined policy including Excess automobile liability shall be appropriately included in the aggregate. Specific details of coverage shall be noted on the certificate of insurance.

d. STATE, DHS, and their officers, employees, and agents shall be named as additional insured and certificate holder under PROVIDER'S policy and PROVIDER'S policy shall constitute primary insurance for STATE, SSD and their officers, employees, and agents for any claim arising out of the AGREEMENT;

e. Automobile liability insurance issued by a company authorized to do business in the State and complying with the Hawaii No Fault Insurance Law, in an amount of at least THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND DOLLARS (\$50,000.00) each occurrence with respect to property damage. PROVIDER shall attach a certificate of insurance or Policy Declaration showing appropriate coverage, which includes hired and non-owned vehicles;

f. PROVIDERS, whose employees are required or permitted to use automobiles owned by PROVIDER to transport CLIENTS and/or to carry out services specified in this AGREEMENT, shall require said employees to have a valid driver's license and to use only vehicles for which there is automobile liability coverage of at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage and said vehicle certificate of automobile liability or policy declaration is included as part of this Agreement.

g. PROVIDER'S employees, who are required to use personally owned automobiles to carry out services specified in this AGREEMENT, exclusive of transporting clients, must have a valid driver's license and use only vehicles with at least minimum no-fault coverage required by law. PROVIDER shall maintain a copy of such policy(ies) in PROVIDER'S employee file.

h. Prior to or upon execution of this AGREEMENT, PROVIDER shall obtain and attach hereto as EXHIBIT E-1 certificate(s) of insurance verifying the existence of the necessary automobile liability, comprehensive general liability and professional liability insurance coverages. PROVIDER shall also maintain in its file, current, updated records of existing insurances covering the period of this AGREEMENT with the STATE.

i. PROVIDER shall submit to STATE, updated/renewed insurance certificates no less than TEN (10) days prior to expiration of each policy. SSD/MWS shall update PROVIDER required documents record in the Hawaii Prepaid Medicaid Management Information System (HPMMIS) upon receipt of said updated certificates to enable timely payments.

j. Failure on the part of the PROVIDER to renew applicable insurances shall result in suspension of payments and/or termination of the contract at the time of the renewal certificate due date. This AGREEMENT shall be subject to Notification of Termination of Contract, which will be sent to the PROVIDER by certified mail for non-compliance of contract terms;

k. The insurance policy(s) shall not be canceled unless PROVIDER and its insurance agency/carrier have first given the SSD/MWS thirty (30) calendar days written notice of the intended cancellation; and

l. The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives

6. DISCLOSURE.

PROVIDER agrees to disclose full and complete information regarding PROVIDER'S ownership and business transactions, and PROVIDER and any employees of PROVIDER convicted of crimes, as required by under Title 42 C.F.R. §§ 455.104, 455.105 and 455.106.

7. DISPUTES. In the event of a dispute relating to an adverse action by the Department, such as a monetary disallowance between a PROVIDER and the State, PROVIDER shall have the right to an administrative hearing by submitting a written request to the Director within 30 days of the date a written notification of the disallowance was mailed. The State shall adhere to the appeal process as outlined in Hawaii Administrative Rules (HAR), Title 17, Chapter 1736, Subchapter 3, "Administrative Proceedings For Provider Review," §§17-1731 through 46. The State reserves the right to recover overpayment made to the PROVIDER as provided in HAR §§17-1705-44 and 45.

8. SANCTIONS. PROVIDER shall be subject to and responsible for any or all monetary sanctions imposed by the Centers for Medicare and Medicaid Services of the U.S. Department of

Health and Human Services for PROVIDER'S failure to adhere to the Scope of Services as set forth in this contract. HAR §§17-1705-44 and 45.

9. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

a. The undersigned certifies, to the best of his or her knowledge and belief, that no Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

c. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for such failure.

10. ASSIGNABILITY. PROVIDER shall not transfer any interest in this AGREEMENT (whether by assignment or novation), without the prior written consent of STATE; provided, however, that claims for money due or to become due to PROVIDER from STATE under this AGREEMENT may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment to a financial institution shall be furnished promptly to STATE.

11. TRANSITION PLAN IN THE EVENT OF TERMINATION

a. In the event of termination, all finished or unfinished documents, developed by PROVIDER under this agreement from the official commencement date, and appropriate documentation of CLIENT records, software, reports, data, lists, or other written material prepared by the PROVIDER shall, at the option and direction of STATE, be delivered promptly to the STATE. All books, papers, software and other documents furnished to PROVIDER by STATE shall be returned on or before the date of termination, as applicable.

b. PROVIDER shall be required to submit a written transition work plan to terminate and transfer program CLIENTS to Medicaid Waiver Service (MWS) within twenty-four (24) hours of submission of the written termination notice.

c. PROVIDER shall cooperate with MWS and the new service provider to transition program CLIENTS and subcontractors.

12 SUBCONTRACTING. This provision supercedes General Conditions 3.2.

a. Per 42 C.F.R. §434, Subpart A, PROVIDER may subcontract waiver services subject to the exclusion and conditions noted in 12b. through 12e. below:

b. Administrative functions shall not be subcontracted for any waiver service.

c. All subcontract agreements shall be in writing between the PROVIDER and the subcontractor. All subcontracts shall be kept in PROVIDER'S file and made available for review by ACCSB/MWS.

d. Subcontracts shall assure the fulfillment of all waiver and program requirements applicable to the service or activity delegated under the subcontract. No subcontract terminates the legal responsibility of the PROVIDER to DHS/ACCSB/MWS to assure that all activities under the Agreement are carried out.

e. All subcontracts shall contain provisions for, but not limited to the following:

1. Scope of Services;
2. Compensation and Method of Payment;
3. Confidentiality;
4. Reporting and Record Keeping;
5. Inspection right by State; and
6. Insurance coverage, issued by an insurance company authorized to do business in the State of Hawaii, in the amount of:

- A. Comprehensive general liability insurance, as fully described in General Conditions, §1.4, and such comprehensive general liability insurance shall be issued by an insurance company/agency authorized to do business in the State of Hawaii in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for comprehensive general liability arising out of each occurrence. This insurance amount shall be separate from the amount required for any other required insurances, such as, professional liability insurance.
- B. Professional liability insurance (Malpractice), as applicable, issued by an insurance company authorized to do business in the State of Hawaii in the amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for professional liability arising out of each occurrence. This insurance amount shall be separate from the amount required for comprehensive general liability insurance.
- C. Automobile Liability, as applicable issued by an insurance company authorized to do business in the State of Hawaii for sole proprietorship subcontract: at least ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person with respect to bodily injury and THIRTY-THOUSAND DOLLARS (\$30,000.00) each occurrence with respect to property damage, as applicable; or
- D. Automobile Liability, as applicable for a subcontracted agency, at least THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for each person with respect to bodily injury and FIFTY THOUSAND DOLLARS (\$50,000.00) each occurrence with respect to property damage, as applicable;
- E. Prior to or upon execution of the SUBCONTRACT, PROVIDER shall obtain and attach as Exhibit E, certificate(s) or documents providing proof of insurance verifying the existence of the necessary comprehensive general, professional and automobile liability insurance coverage;

- F. PROVIDER shall assure and maintain in PROVIDER'S file, current, updated records of SUBCONTRACTOR'S existing comprehensive general, applicable professional liability, and automobile liability insurance policies and subsequent renewal policies, when applicable, covering the period of the contractual agreement with the SUBCONTRACTOR; and
- G. The insurance policy(s) shall not be canceled unless SUBCONTRACTOR or insurance carrier/agency has first given the PROVIDER thirty (30) calendar days written notice of the intended cancellation.

13. Conflict with Special Conditions. In the event of a conflict between these Special Conditions and the General Conditions, these Special Conditions shall control. In the event of a conflict between these Special Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this AGREEMENT became effective shall control and are hereby incorporated by reference.

Exhibit F
Special Conditions
Applicable to PROVIDERS that are
Business Associates of STATE under 45 CFR § 160.103

Privacy of Individually Identifiable Health Information

1. **Introduction:** The STATE, as defined in this Agreement, has determined itself to be a Covered Entity or a Health Care Component under the Privacy Rule. These special conditions relating to the privacy of Individually Identifiable Health Information ("these special conditions") are required by the Privacy Rule because PROVIDER, as defined in this Agreement (hereinafter "BUSINESS ASSOCIATE"), has been determined to be a Business Associate of the STATE under § 160.103 of the Privacy Rule.
2. **Definitions:**
 - a. Except as otherwise defined herein, any and all capitalized terms in these Special Conditions shall have the definitions set forth in the Privacy Rule.
 - b. **Agreement.** "Agreement" shall mean the agreement between STATE and BUSINESS ASSOCIATE to which these special conditions are attached, and all attachments, exhibits and any special conditions.
 - c. **Client.** "Client" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative under § 164.502(g) of the Privacy Rule.
 - d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - e. **Protected Health Information.** "Protected Health Information" means Individually Identifiable Health Information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of a Client; the provision of health care to a Client; or the past, present, or future payment for the provision of health care to a Client; and that identifies the Client or with respect to which there is a reasonable basis to believe the information can be used to identify the Client. For purposes of this Agreement, the term Protected Health Information is limited to the information created or received by BUSINESS ASSOCIATE from or on behalf of STATE.
 - f. **Secretary.** "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or designee.
3. **Obligations and Activities of BUSINESS ASSOCIATE**
 - a. BUSINESS ASSOCIATE agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. BUSINESS ASSOCIATE agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information consistent with the requirements of this Agreement.
 - c. BUSINESS ASSOCIATE agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information, agrees to the same restrictions and conditions that apply through this Agreement to BUSINESS ASSOCIATE with respect to such information.
 - d. BUSINESS ASSOCIATE agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information, available to STATE and/or to the Secretary, at reasonable times and places or as designated by the Secretary or STATE, for purposes of determining compliance with the Privacy Rule.
 - e. BUSINESS ASSOCIATE agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for STATE to respond to a request by a Client for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
 - f. BUSINESS ASSOCIATE agrees to provide to STATE or a Client information collected in accordance with section e, above, to permit STATE to respond to a request by a Client for an accounting of disclosures of Protected Health Information in accordance with § 164.528 of the Privacy Rule.
 - g. BUSINESS ASSOCIATE agrees to provide access to Protected Health Information in the Designated Record Set to STATE or, as directed by STATE, to a Client to the extent and in the manner required by § 164.524 of the Privacy Rule.
 - h. BUSINESS ASSOCIATE agrees to make Protected Health Information available for amendment and to incorporate any amendments to Protected Health Information that the STATE directs or agrees to in accordance with the requirements of § 164.526 of the Privacy Rule at the request of STATE or a Client.
 - i. BUSINESS ASSOCIATE agrees to mitigate, to the extent practicable, any harmful effect that is known to BUSINESS ASSOCIATE of a use or disclosure of Protected Health Information by BUSINESS ASSOCIATE in violation of the requirements of these special conditions.
 - j. BUSINESS ASSOCIATE agrees to report to STATE any use or disclosure of the Protected Health Information not provided for by these special conditions of which it becomes aware.
4. Permitted Uses and Disclosures by BUSINESS ASSOCIATE
- a. General Use and Disclosure Provisions. Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of,

STATE as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by STATE or the minimum necessary policies and procedures of the STATE.

b. Specific Use and Disclosure Provisions

- (i) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE or to carry out the legal responsibilities of the BUSINESS ASSOCIATE.
 - (ii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may disclose Protected Health Information for the proper management and administration of the BUSINESS ASSOCIATE, provided that disclosures are Required By Law, or BUSINESS ASSOCIATE obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BUSINESS ASSOCIATE of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (iii) Except as otherwise limited in this Agreement, BUSINESS ASSOCIATE may use Protected Health Information to provide Data Aggregation services to STATE as permitted by § 164.504(e)(2)(i)(B) of the Privacy Rule.
 - (iv) BUSINESS ASSOCIATE may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1) of the Privacy Rule.
5. Permissible Requests by STATE. STATE shall not request BUSINESS ASSOCIATE to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by STATE, except if BUSINESS ASSOCIATE will use or disclose Protected Health Information for data aggregation or management and administrative activities of BUSINESS ASSOCIATE.
6. Termination for Cause. In addition to any other remedies provided for by this Agreement, upon STATE's knowledge of a material breach by BUSINESS ASSOCIATE of these special conditions, STATE shall either:
- a. Immediately terminate this Agreement if BUSINESS ASSOCIATE has breached a material term of this Agreement and cure is not possible; or
 - b. If neither termination nor cure are feasible, STATE shall report the violation to the Secretary.
7. Effect of Termination.
- a. Except as provided in section 7.b, below, upon termination of this Agreement, for any reason, BUSINESS ASSOCIATE shall, at STATE's option, return or destroy all Protected Health Information received from STATE, or created or received by BUSINESS ASSOCIATE on behalf of STATE. BUSINESS ASSOCIATE shall retain no copies of the Protected Health Information. This provision shall apply

to Protected Health Information that is in the possession of subcontractors or agents of BUSINESS ASSOCIATE.

- b. In the event that BUSINESS ASSOCIATE determines that returning or destroying the Protected Health Information is not feasible, BUSINESS ASSOCIATE shall provide to STATE notification of the conditions that make return or destruction not feasible. For any period of time that return or destruction of Protected Health Information is not feasible or not completed, BUSINESS ASSOCIATE shall extend the protections of these special conditions to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as BUSINESS ASSOCIATE maintains such Protected Health Information.

8. Miscellaneous

- a. Regulatory References. A reference in these special conditions to a section in the Privacy Rule means the section in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for STATE to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Survival. The respective rights and obligations of BUSINESS ASSOCIATE under Section 7.b, above, shall survive the termination of this Agreement.
- d. Interpretation. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the Privacy Rules, as amended, the Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Agreement shall control. Any ambiguity in this Agreement shall be resolved to permit STATE to comply with the Privacy Rule.

ATTACHMENT G

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

If awarded a contract to provide the services specified in the RFP referenced above, I hereby assure that the following will be in place during the term of the contract:

1. Staff Development

A written training plan for Provider staff which:

- a. Promotes an understanding of the RACC clients that the Department serves;
- b. Promotes good practice;
- c. Familiarizes staff with the Provider's own program and agency policies and procedures; and
- d. Familiarizes staff with available resources in the community as applicable under the Scope of Work in Section 2 of the RFP and in support of the service activities in the provider's proposal.

2. Supervision

A written plan for supervising direct service staff. This plan will be consistent with the lines of supervision indicated on the Program Organizational Chart in the contract.

3. Coordination of Services

A written plan to coordinate services with other agencies and with DHS staff. That plan will include each of the following as applicable:

- a. Ongoing communication with DHS staff about licensed case management agencies (CMAs), certified community care foster family homes (CCFFH), and active DHS waiver clients, especially regarding critical incidents or non-participation in the mutually agreed upon program plan;
- b. Information and referral of clients to other community resources if appropriate; and
- c. Identification of other programs and agencies that can serve as resources to clients;

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses all of the following:

- a. How all of the outcomes on Form C in Section 2 of this RFP will be measured; and
- b. The process of service delivery.

5. Criminal History and Protective Services Registry Checks

Documentation of criminal history and Protective Services Registry checks, or appropriate waivers, in accordance with the standards in Section 5 of the RFP, will be in the personnel files of all department designee staff, case management agency personnel and community care foster family home members providing direct services to waiver clients or having direct waiver client contact.

6. Documentation of Utilization

Procedures to accurately track and document the services completed on behalf of waiver clients and reported to DHS on Quarterly Activity Reports.

7. Minimal English and Physical Limitations

Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

AGENCY